

## COUNTY OF LOS ANGELES

#### DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE ALHAMBRA, CALIFORNIA 91803-1331 Telephone: (626) 458-5100 www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO: P.O. BOX 1460 ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: AS-0

April 27, 2006

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Dear Supervisors:

AS-NEEDED SKILLED ACCOUNTING SERVICES
ALL SUPERVISORIAL DISTRICTS
3 VOTES

#### IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Award the contract for As-Needed Skilled Accounting Services in an annual amount not to exceed \$250,000 to Howroyd Wright Employment Agency, Inc., a California corporation, d.b.a. AppleOne Employment Services, located in Torrance, California. This contract will be for a term of one year commencing upon Board approval with two 1-year renewal options, not to exceed a total contract period of three years. Funds are available in Public Works' 2005-06 Road Fund budget.
- 2. Delegate authority to the Director of Public Works to execute this contract; to renew it for each additional renewal option, if, in the opinion of the Director, renewal is warranted; to grant month-to-month extensions not exceeding a total of six months in the final contract term, for the convenience of the County; and to terminate it, if, in the opinion of the Director, it is in the best interest of the County to do so.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Public Works has a requirement for as-needed accounting services. These services will be provided on a part-time and intermittent basis to assist in the event of a declared disaster or emergency situation in which Public Works may need assistance with accounting and clerical tasks related to disaster response and recovery operations.

Currently, temporary accounting and clerical resources are needed in order to assist Public Works staff in preparing project folders and supporting documentation related to the 2005 Storm disasters. This information will in turn be used to claim reimbursement from the Federal Emergency Management Agency.

### <u>Implementation of Strategic Plan Goals</u>

The award of this contract is consistent with the County Strategic Plan Goal of Service Excellence. These services are to be provided on a part-time and intermittent basis and the contractor has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner.

#### FISCAL IMPACT/FINANCING

The contract is for an annual amount not to exceed \$250,000. This amount is based on the hourly rates quoted by the contractor and our estimated maximum annual utilization of the contractor's services. This contract will commence upon Board approval for a period of one year. With the Board's delegated authority, the Director may renew this contract for a total contract period not to exceed three years.

Financing for these services is included in Public Works' 2005-06 Road Fund budget. In addition, should an unanticipated need arise in other Public Works funds, we will finance these services from the appropriate funding source. Total annual expenditures for these services, however, will not exceed the amount approved by your Board. We do not anticipate any impact on net County cost.

This contract allows a cost-of-living adjustment for the additional optional years in accordance with County policy established by the Chief Administrative Office.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to the Director executing the contract, which will be substantially similar to Enclosure A, the contractor will sign and County Counsel will review it as to form.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code Chapter 2.201) does not apply to this recommended contract, which is for services required on an as-needed, part-time, and intermittent basis.

### **ENVIRONMENTAL DOCUMENTATION**

This recommended contract does not constitute a project as defined by the California Environmental Quality Act (CEQA), and therefore is not subject to the provisions of CEQA.

## **CONTRACTING PROCESS**

On February 6, 2006, Public Works solicited proposals from 245 independent contractors and community business enterprises to accomplish this work. Also, a notice of the Request for Proposals (RFP) was placed on the County's bid website (Enclosure B) and an advertisement was placed in the <u>Los Angeles Times</u>.

Pursuant to the Memorandum of Understanding, the RFP for this contracted service was submitted on February 3, 2006, to the Service Employees International Union representatives for review before being released to the public. The Union declined to meet with Public Works.

On March 1, 2006, four proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements outlined in the RFP. Having met these requirements, all four proposals were evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included price, references, experience, and work plan. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, responsive, and responsible proposer, Howroyd Wright Employment Agency, Inc., a California corporation, d.b.a. AppleOne Employment Services, located in Torrance, California.

This contract contains Greater Avenues for Independence requirements as directed by your Board and outlined in the Director of Personnel's July 28, 1997, letter to each department head.

Enclosure C reflects the proposers' minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains Board-approved contract terms and conditions regarding employee notification of the Federal-earned income tax credit, contractor responsibility and debarment (revised), jury service requirements, no payment for services received after contract expiration or termination, the Safely Surrendered Baby Law, and the services contract solicitation protest policy.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

As requested by your Board, the contractor has submitted safety records, which, in our opinion, reflect that activities conducted by the contractor in the past have been according to reasonable standards of safety.

In accordance with the Chief Administrative Officers June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services which will exceed the contract's approved amount, scope of work, and/or terms.

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this contract will not result in the displacement of any County employees.

# **CONCLUSION**

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE Director of Public Works

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Enc. 3

cc: Chief Administrative Office County Counsel

# SAMPLE AGREEMENT FOR AS-NEEDED SKILLED ACCOUNTING SERVICES

THIS AGREEMENT, made and entered into this	day of	. 2006.
by and between the COUNTY OF LOS ANGELES, a sub	division of the Sta	te of California
a body corporate and politic (hereinafter referred to as	COUNTY), and H	owrovd Wright
Employment Agency, Inc., a California corporation, d.b.a.	. AppleOne Employ	yment Services
(hereinafter referred to as CONTRACTOR).		•

## **WITNESSETH**

<u>FIRST</u>: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on March 1, 2006, hereby agrees to provide services as described in the attached specifications for As-Needed Skilled Accounting Services, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Temporary Service Agency Voluntary Data Reporting Form GAIN/GROW Program Participant Information; and the CONTRACTOR'S Proposal, all attached hereto, the Request for Proposals and Addenda to the Request for Proposals, all of which are incorporated herein by reference, and are agreed by the COUNTY and the CONTRACTOR to constitute an integral part of the Contract documents.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$250,000 per year (Maximum Contract Sum), or such greater amount as the Board may approve.

<u>FOURTH</u>: This Contract's initial term shall be for a period of one year commencing upon Board approval. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of three years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term. In addition, upon notice of at least 30 days, the Director may extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

e // // // // // // <u>FIFTH</u>: The CONTRACTOR shall bill monthly, in arrears, for all personnel furnished during the preceding month. Work performed shall be billed at the hourly rates quoted in Form PW-2, Schedule of Prices. CONTRACTOR invoices shall include signed timesheets for each individual provided with supporting detail showing each individual's name, dates, and times (hours) the individual provided service during the preceding month, and the name and address of the Public Works facility worked at as well as the name of the supervisor at the facility.

<u>SIXTH</u>: Public Works will make payment to the CONTRACTOR within 30 days of receipt of a properly completed invoice. Each invoice shall be in triplicate (original and two copies), contain the COUNTY-assigned Contract number, and itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works Attention Fiscal Division, Accounts Payable P.O. Box 7508 Alhambra, CA 91802-7508

<u>SEVENTH</u>: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

<u>EIGHTH</u>: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: The CONTRACTOR shall have no claim against the COUNTY for payment of any money or reimbursement of any kind whatsoever for any service provided by the CONTRACTOR after the expiration or other termination of this Contract. Should the CONTRACTOR receive any such payment, it shall immediately notify the COUNTY and shall immediately repay all such funds to the COUNTY. Payment by the COUNTY for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the COUNTY'S right to recover such payment from the CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

ELEVENTH: The Director shall adjust the rate of compensation set forth in Form PW-2 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index for the Los Angeles-Riverside-Orange County Area (CPI). The Contract anniversary date shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the Contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to COUNTY employees as determined by the Chief Administrative Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in COUNTY employee salaries, no-cost-of living adjustment will be granted.

TWELFTH: In the event that terms and conditions of the CONTRACTOR'S Proposal conflict with the COUNTY'S specifications, requirements, terms, and conditions herein, the COUNTY'S provisions shall control and be binding.

<u>THIRTEENTH</u>: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

FOURTEENTH: This Contract constitutes the entire AGREEMENT between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

## COUNTY OF LOS ANGELES

	By Director of Public Works
APPROVED AS TO FORM:	Director of Fubilic Works
RAYMOND G. FORTNER, JR. County Counsel	
By Deputy	HOWROYD WRIGHT EMPLOYMENT
	AGENCY, INC., a California corporation d.b.a. AppleOne Employment Services
	By Its President
	Type or Print Name  By
	Its Secretary
	Type or Print Name

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#### **Bid Information**

Bid Number: PW-ASD 605

Bid Title: AS-NEEDED SKILLED ACCOUNTING SERVICES

Bid Type: Service **Department:** Public Works

Commodity: ACCOUNTING AND BILLING SERVICES (INCLUDING PAYROLL AND TAX SERVICES)

Open Date: 2/6/2006

Closing Date: 2/22/2006 5:30 PM

Notice of Intent to Award: View Detail

Bid Amount: N/A

Bid Download: Not Available

Bid Description: PLEASE TAKE NOTICE that Public Works requests proposals for a contract for As Needed Skilled Accounting Services. The total annual cost of this service is estimated to be \$250,000. Proposers or their managing employees must meet all minimum requirements set forth in the Request for Proposals (RFP) document, including having at least five years' experience in providing the personnel services requested. If not enclosed with this letter, the RFP with contract specifications, forms, and instructions for preparing and submitting proposals may be requested from Mr. Roderick Tirona at (626) 458 4077, Monday through

Thursday, 7 a.m. to 5 p.m.

A Proposers' Conference will be held on Wednesday, February 22, 2006, at 3 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in the Alhambra Room. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE IS MANDATORY. Public Works will reject proposals from those whose attendance cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the Conference, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Wednesday, March 1, 2006, at 5:30 p.m. Please direct your questions to Mr. Tirona at the number above

The conference facility complies with the Americans with Disabilities Act (ADA). With four business days' notice, Public Works will make all reasonable efforts to provide information in alternate formats and other accommodations for people with disabilities. For the ADA Coordinator, please call (626) 458 4081 or TDD

at (626) 282 7829, Monday through Thursday, 7 a.m. to 5:30 p.m.

Contact Name: Roderick Tirona Contact Phone#: (626) 458-4077 Contact Email: rtirona@ladpw.org Last Changed On: 2/13/2006 10:37:21 AM

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Title: Date: Vice President February 28, 2006